

EXHIBIT A

COPY

SUM-100

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):****BARCLAYS BANK DELAWARE****YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):****JEFFREY ADAIR**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles**MAR 07 2016**Sherri R. Carter, Executive Officer/Clerk
By: Glorietta Robinson, Deputy**BY FAX****NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of Los Angeles

111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):**16K02860**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Todd M. Friedman, 324 S. Beverly Dr., #725, Beverly Hills, CA 90212, 877-206-4741

SHERRI R. CARTERClerk, by
(Secretario)**GLORIETTA ROBINSON**Deputy
(Adjunto)DATE:
(Fecha)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

MAR 07 2016**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Barclays Bank Delaware
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

4. ☒ other (specify): Banking entity
5. ☒ by personal delivery on (date): 3/16/16

Not Served 3/16/16
Time Served 40 min
DA

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 324 S. Beverly Dr., #725 Beverly Hills, CA 90212 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, JEFFREY ADAIR		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles MAR 07 2016 Sherri R. Carter, Executive Officer/Clerk By: Glorietta Robinson, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: 16K02860 JUDGE: DEPT:
CASE NAME: Jeffrey Adair v. Barclays Bank Delaware		
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23) Non-P/PI/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-P/PI/D/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 3
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 4, 2016

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CIVIL CASE COVER SHEET

BY FAX

COPY

SHORT TITLE: Jeffrey Adair v. Barclays Bank Delaware

CASE NUMBER

BK 02880

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? YES LIMITED CASE? ☒ YES TIME ESTIMATED FOR TRIAL 2-3 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- Location of Labor Commissioner Office
- Mandatory Filing Location (Hub Case)

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A8070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

BY FAX

SHORT TITLE: Jeffrey Adair v. Barclays Bank Delaware	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Jeffrey Adair v. Barclays Bank Delaware	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
	Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation
Construction Defect (10)		<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)		<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)		<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)		<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)		<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Jeffrey Adair v. Barclays Bank Delaware	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 13669 Beaconsfield Lane
CITY: Corona	STATE: CA	ZIP CODE: 92880	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a).

Dated: March 4, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

COPY

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 07 2016

Sherri R. Carter, Executive Officer/Clerk
By: Glorietta Robinson, Deputy

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

Todd M. Friedman (SBN 216752)

Adrian R. Bacon (SBN 280332)

Meghan E. George (SBN 274525)

324 S. Beverly Dr., #725

Beverly Hills, CA 90212

Phone: 877-206-4741

Fax: 866-633-0228

tfriedman@toddfllaw.com

abacon@toddfllaw.com

mgeorge@toddfllaw.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
LIMITED JURISDICTION**

JEFFREY ADAIR,

Plaintiff,

-vs-

BARCLAYS BANK DELAWARE,

Defendant.

CASE NO.:

16K02860

COMPLAINT

1. Violation of Rosenthal Fair Debt Collection Practices Act
2. Violation of Fair Credit Reporting Act
3. Violation of the California Consumer Credit Reporting Act

(Amount to exceed \$10,000 but not \$25,000)

JURY TRIAL DEMANDED

BY FAX

I. INTRODUCTION

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Rosenthal Fair Debt Collection Practices Act, Cal Civ Code §1788, *et seq.* (hereinafter "RFDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices and for Defendant's violations of the Fair Credit Reporting Act, 15 U.S.C. §1681 (hereinafter "FCRA"), which regulates the collection, dissemination, and use of consumer

1 information, including consumer credit information, and the California Consumer Credit
2 Reporting Agencies Act.

3 II. PARTIES

4
5 2. Plaintiff, Jeffrey Adair ("Plaintiff"), is a natural person residing in Los Angeles
6 County in the state of California, and is a "debtor" as defined by Cal Civ Code §1788.2(h).
7 Plaintiff is a "consumer" as defined by 15 U.S.C. §1681a.

8 3. At all relevant times herein, Defendant, BARCLAYS BANK DELAWARE
9 ("Defendant") was a company engaged, by use of the mails and telephone, in the business of
10 collecting a debt from Plaintiff which qualifies as a "consumer debt," as defined by Cal Civ
11 Code §1788.2(f). Defendant regularly attempts to collect debts alleged to be due them, and
12 therefore is a "debt collector" as defined by the RFDCPA, Cal Civ Code §1788.2(c). Further,
13 Defendant regularly provides information to consumer reporting agencies and is therefore an
14 "information furnisher" as defined by the FCRA.
15

16 III. FACTUAL ALLEGATIONS

17
18 4. At various and multiple times prior to the filing of the instant complaint, including
19 within the one year preceding the filing of this complaint, Defendant reported derogatory
20 information on Plaintiff's credit report. Defendant alleges that Plaintiff still owes a past due
21 balance owed on two separate accounts.

22 5. On or about July 1, 2014, Plaintiff terminated his service with Defendant.
23 However, Defendant erroneously marked Plaintiff's account as charged off.

24 6. In May 2015 Plaintiff pulled his credit report and found that the Defendant had
25 reported incorrectly Plaintiff's account to a credit reporting agency.

26 7. On May 13, 2015, Plaintiff sent a dispute letter to Defendant for the account,
27 requesting Defendant to inform all collection agencies that the alleged debt account was in
28 dispute.

1 8. On June 17, 2015, Plaintiff pulled his credit report to verify that the debt alleged
2 by Defendant would appear as "disputed." However, the credit report did not contain any
3 "disputed" note about Defendant's alleged owed debt.

4 9. On June 17, 2015, Plaintiff sent a copy of the debt dispute letter to Defendant via
5 fax. Defendant received the fax at fax station A770..H323.FAX.

6 10. On July 20, 2015, Plaintiff pulled his credit report to verify that the debt alleged
7 by Defendant would appear as "disputed." However, once again the credit report did not contain
8 any "disputed" note about Defendant's alleged owed debt.

9 11. On August 24, 2015, Plaintiff's counsel sent a notice of representation to
10 Defendant. Defendant was again asked to provide verification of Plaintiff's alleged debt. To date
11 Defendant has failed to respond.

12 12. §1788.17 of the RFDCPA mandates that every debt collector collecting or
13 attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to
14 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the
15 United States Code statutory regulations contained within the FDCPA, 15 U.S.C. §1692d, and
16 §1692d(5).
17

18 13. Defendant's conduct violated the RFDCPA in multiple ways, including but not
19 limited to:
20

- 21 a) Falsely representing the character, amount, or legal status of
 Plaintiff's debt (§1692e(2)(A));
- 22 b) Communicating or threatening to communicate credit information
23 which is known or which should be known to be false (§1692e(8));
24 and
- 25 c) Using false representations and deceptive practices in connection
26 with collection of an alleged debt from Plaintiff (§1692e(10)).
27
28

1 14. Further, Defendant has been providing derogatory and inaccurate statements and
2 information relating to Plaintiff and Plaintiff's credit history to various credit reporting agencies,
3 as that term is defined by 15 U.S.C. 1681a(f).
4

5 15. Defendant is aware that the credit reporting agencies to which they are providing
6 this information are going to disseminate this information to various other persons or parties who
7 will be reviewing this information for the purpose of extending credit, insurance or employment.
8

9 16. As a result of Defendant's inaccurate reporting of Plaintiff's accounts, Plaintiff's
10 credit score decreased. Plaintiff was negatively affected due to the derogatory items placed by
11 Defendant on Plaintiff's credit report.

12 17. The inaccurate information negatively reflects upon the Plaintiff, Plaintiff's credit
13 repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit
14 worthiness.
15

16 18. The credit reports have been and continue to be disseminated to various persons
17 and credit grantors, both known and unknown.

18 19. Plaintiff has been damaged, and continues to be damaged, in the
19 following ways:
20

- 21 a. Denial of credit by at least one lender;
- 22 b. Emotional distress and mental anguish associated with having incorrect
23 derogatory personal information transmitted about Plaintiff to other people
24 both known and unknown; and
- 25 c. Decreased credit score which may result in inability to obtain credit on future
26 attempts.

27 20. At all times pertinent hereto, Defendant was acting by and through its agents,
28 servants and/or employees who were acting within the course and scope of their agency or
employment, and under the direct supervision and control of Defendant herein.

1 21. At all times pertinent hereto, the conduct of Defendant, as well as that of its
2 agents, servants and/or employees, was malicious, intentional, willful, reckless, and in grossly
3 negligent disregard for federal and state laws and the rights of Plaintiffs herein.

4 22. Defendant violated sections 1681n and 1681o of the FCRA by engaging in the
5 following conduct that violates 15 U.S.C. §1681s-2(b):
6

- 7 a. Willfully and negligently continuing to furnish and disseminate inaccurate and
8 derogatory credit, account and other information concerning the Plaintiff to
9 credit reporting agencies and other entities despite knowing that said
10 information was inaccurate; and,
11 b. Willfully and negligently failing to comply with the requirements imposed on
12 furnishers of information pursuant to 15 U.S.C. §1681s-2.

13 23. Defendant's conduct was a direct and proximate cause, as well as a substantial
14 factor, in causing the injuries, damages and harm to Plaintiff that are outlined more fully above,
15 and as a result, Defendant is liable to compensate Plaintiff for the full amount of statutory,
16 actual and punitive damages, along with attorneys' fees and costs, as well as such other relief
17 permitted by law.

18 24. Further, Defendant failed to notify Plaintiff of their intention to report negative
19 information on their credit reports. Defendant then failed to correct the disputed information
20 within thirty days of Plaintiff's dispute of that information.

21 25. As a result of the above violations of the RFDCPA, FCRA, and CCCRA Plaintiff
22 suffered and continues to suffer injury to Plaintiff's feelings, personal humiliation,
23 embarrassment, mental anguish and emotional distress, and Defendant is liable to Plaintiff for
24 Plaintiff's actual damages, statutory damages, and costs and attorney's fees.
25

26 **COUNT I: VIOLATION OF ROSENTHAL**
27 **FAIR DEBT COLLECTION PRACTICES ACT**

28 26. Plaintiff reincorporates by reference all of the preceding paragraphs.

1 27. To the extent that Defendant's actions, counted above, violated the RFDCPA,
2 those actions were done knowingly and willfully.

3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff respectfully prays that judgment be entered against the
6 Defendant for the following:

- 7
8 A. Actual damages;
9 B. Statutory damages for willful and negligent violations;
10 C. Costs and reasonable attorney's fees; and
11 D. For such other and further relief as may be just and proper.

12 **COUNT II: VIOLATION OF THE FAIR CREDIT REPORTING ACT**

13 28. Plaintiff reincorporates by reference all of the preceding paragraphs.

14 29. To the extent that Defendant's actions, counted above, violated the FCRA, those
15 actions were done knowingly and willfully.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff respectfully prays that judgment be entered against the
18 Defendant for the following:

- 19 A. Actual damages;
20 B. Statutory damages for willful and negligent violations;
21 C. Costs and reasonable attorney's fees; and
22 D. For such other and further relief as may be just and proper.

23 **COUNT III: VIOLATION OF THE CALIFORNIA CONSUMER CREDIT**
24 **REPORTING AGENCIES ACT**

25 **Cal. Civ. Code §1785.25(a)**

26 30. Plaintiff incorporates the foregoing paragraphs as though the same were set forth
27 at length herein.

28 31. California Civil Code § 1785.25 (a) states that a "person shall not furnish
information on a specific transaction or experience to any consumer credit reporting agency if
the person knows or should know the information is incomplete or inaccurate."

1 32. California Civil Code § 1785.25 (b) states that a furnisher that determines a
2 report to a credit reporting agency is not accurate or complete shall promptly notify the
3 consumer reporting agency of that determination and provide corrections to the consumer
4 reporting agency that is necessary to make the information complete and accurate.

5 33. California Civil Code § 1785.25 (c) provides that if the completeness or accuracy
6 of any information on a specific transaction or experience provided to a consumer reporting
7 agency is disputed by the consumer, the furnisher may not continue reporting the information
8 unless it provides a notice to the consumer reporting agency that the information is disputed by
9 the consumer.

10 34. Defendant negligently and willfully furnished information to the credit reporting
11 agencies it knew or should have known was inaccurate.

12 35. Based on these violations of Civil Code § 1785.25 (a), Plaintiff is entitled to the
13 remedies afforded by Civil Code § 1785.31, including actual damages, attorney's fees, pain and
14 suffering, injunctive relief, and punitive damages in an amount not less than \$100 nor more than
15 \$5,000, for each violation as the Court deems proper.

16
17 PRAYER FOR RELIEF

18 WHEREFORE, Plaintiff respectfully prays that judgment be entered against the
19 Defendant for the following:

- 20
21 A. Actual damages;
22 B. Statutory damages for willful and negligent violations;
23 C. Costs and reasonable attorney's fees; and,
24 D. For such other and further relief as may be just and proper.

25
26 **PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY**

27 Respectfully submitted this 4th day of March, 2016

28 By:

Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

OCT 05 2015

In re Limited Civil Jurisdiction Cases Calendared
in Department 77 (Non – Collections Cases)

Case No. **SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK**
C. Casarez
BY C. CASAREZ, DEPUTY
AMENDED GENERAL ORDER

16K02860

TO EACH PARTY AND TO THE ATTORNEY OF RECORD FOR EACH PARTY:

Pursuant to the California Code of Civil Procedure, the California Rules of Court, and the
Los Angeles County Superior Court Local Rules, the COURT HEREBY ISSUES THE
FOLLOWING GENERAL ORDERS THAT SHALL APPLY TO ALL LIMITED CIVIL
(NON-COLLECTION) CASES FILED AND/OR HEARD IN DEPARTMENT 77.

1. PLAINTIFF(S) IS/ARE ORDERED TO SERVE A COPY OF THIS GENERAL
ORDER ON THE DEFENDANT(S) WITH COPIES OF THE SUMMONS AND COMPLAINT
AND TO FILE PROOF OF SERVICE, AS MANDATED IN THIS ORDER.

2. The Court sets the following trial date in this case in Department 77 (7th floor,
Room 736) at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, CA 90012:

TRIAL: • Date: _____	POS:	TRIAL: 09 / 07 / 2017 OSC: 03 / 07 / 2019 at 8:30 a.m.
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SERVICE OF SUMMONS AND COMPLAINT

3. The trial date set forth above is conditioned on the defendant(s) being served with
the summons and complaint within six (6) months of the filing of the complaint. This is not an
appearance date. The trial date may be continued to a later date if service is not accomplished

1 within six months. The parties may stipulate to keep the original trial date even if service of the
2 summons and complaint is not completed within six months of the filing of the original
3 complaint.
4

5 4. The summons and complaint shall be served upon the defendant(s) within three
6 years after the complaint is filed in this action. (Code Civ. Proc., § 583.210, subd. (a).) Failure
7 to comply will result in dismissal, without prejudice, of the action, as to all unserved parties who
8 have not been dismissed as of that date. (Code Civ. Proc., § 581, subd. (b)(4).) The dismissal as
9 to the unserved parties, without prejudice, for this case shall be effective on the following date:
10

11
12
13 **UNSERVED PARTIES DISMISSAL DATE**
14
15
16

17
18 5. No Case Management Review (CMR) and no Mandatory Settlement (MSC) or
19 Final Status Conferences (FSC) will be conducted in this case.

20 **LAW AND MOTION**

21 6. All regularly noticed pretrial motions will be heard in Department 77 on
22 Mondays, Tuesdays, Wednesdays, and Thursdays at 8:30 a.m. A motion will be heard only if a
23 party reserves a hearing date by going to the court's website at www.lacourt.org and reserving it
24 through the Courts Reservation System (CRS). All motions should be filed in Room 102 of the
25 Stanley Mosk Courthouse.
26
27
28

7. Tentative Rulings may be posted on the Court's internet site no later than the day prior to the hearing. To access tentative rulings, parties may go to **lacourt.org**, select "Civil Divisions," and then click on "Tentative Rulings."

EX PARTE APPLICATIONS

8. Ex parte applications must be noticed for 1:30 p.m. in Department 77. All ex parte application fees must be paid by 1:00 p.m. in Room 102 of the Stanley Mosk Courthouse.

JURY FEES

9. The fees for a jury trial shall be due no later than 365 calendar days after the filing of the initial complaint, or as otherwise provided by Code of Civil Procedure section 631, subdivisions (b) and (c).

STIPULATION TO CONTINUE TRIAL

10. A trial will be postponed if all attorneys of record and/or the parties who have appeared in the action stipulate in writing to a specific continued date. If the Stipulation is filed less than five (5) court days before the scheduled trial date, then a courtesy copy of the stipulation must be filed in Department 77. A proposed order shall be lodged along with the stipulation. The Stipulation and Order should be filed in Room 118 of the Stanley Mosk Courthouse with the required filing fees.

TRIAL

11. Parties are to appear on the trial date ready to go to trial, and must meet and confer on all pretrial matters at least 20 calendar days before the trial date. On the day of trial the parties shall bring with them to Department 77 all of the following:

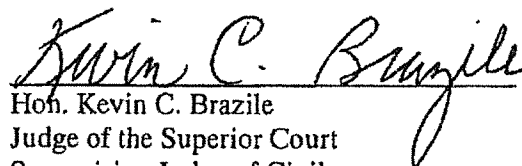
- i. A printed Joint Statement of the Case;
- ii. Motions in Limine, which must be served and filed in accordance with the Local Rules of the Los Angeles Superior Court (LASC) see local rule 3.57;

- iii. A printed Joint Witness List disclosing an offer of proof regarding each testimony, the time expected for testimony, and the need of an interpreter.
- iv. Joint Exhibits in Exhibit Books, numbered appropriately, and Exhibit List;
- v. Printed Joint Proposed Jury Instructions, and
- vi. A printed Joint Proposed Verdict form(s).

**FAILURE TO PROVIDE ANY OF THE AFOREMENTIONED DOCUMENTS
ON THE TRIAL DATE MAY CAUSE A DELAY IN THE CASE BEING ASSIGNED TO
A TRIAL COURT.**

GOOD CAUSE APPEARING THEREFORE, IT IS SO ORDERED.

DATED: October 5, 2015


Hon. Kevin C. Brazile
Judge of the Superior Court
Supervising Judge of Civil

